

**AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT
BETWEEN
KITSAP COUNTY
And
TEAMSTERS, LOCAL 589
KITSAP COUNTY UTILITIES EMPLOYEES**

KC-116-22-A

This COLLECTIVE BARGAINING AGREEMENT AMENDMENT is made and entered into between Kitsap County ("Employer") and Teamsters, Local 589, for Kitsap County Utilities Employees ("Union"). The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-116-22 (hereinafter CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.

ARTICLE 19 – WAGES

A. 2022. Effective the first full pay period of 2022:

1. All salary schedules will be increased by five percent (5.0%).
2. Employees in Steps 1-6 of their assigned salary range will be advanced four (4) steps in the range. Employees advanced through this paragraph will retain their step anniversary date.
3. Employees in Steps 7-13 of their assigned salary range will be advanced two (2) steps in the range. Employees advanced through this paragraph will retain their step anniversary date.
4. Employees on Step 14 of their assigned salary range will be advanced one (1) step in the range to Step 15.
5. The step increases described in this Section will not apply to Extra Help Employees.

Effective April 11, 2022, employees who were on Step 7 or on Step 8 on January 2, 2022, and advanced 2 steps as defined in A.c above, will advance one additional step.

Effective April 11, 2022, employees who were on Step 15 on January 2, 2022, and who were not eligible for any step advances as defined above, shall receive a one-time, non-precedent setting lump sum equivalent to 2.5% of their base annual wage.

B. 2023. Effective the first full pay period of 2023, all salary schedules will be increased by two and one-half percent (2.5%).

C. 2024. Effective the first full pay period of 2024, all salary schedules will be increased by two percent (2.0%).

- D. All wage increases set forth above will be applied to the first step of each wage scale. Each wage step thereafter will be adjusted to provide a two and one-half percent (2.5%) increase over the previous wage step.
- E. Central Kitsap Treatment Plant (CKTP) Premium. To incentivize employees to obtain the higher-level certifications necessary to maintain the Public Works CKTP, and to maintain market comparability in the impacted positions, employees will be eligible for certification premiums as follows:
 - 1. Plant Operator: Employees within the classification of Plant Operator who are assigned to work at CKTP and who have obtained a Wastewater Treatment Plant Operator Level III certification or higher will receive a seven percent (7%) premium pay for all compensable time.
 - 2. Plant Operator Supervisor: Employees within the classification of Plant Operator Supervisor who are assigned to work at CKTP and who have obtained a Wastewater Treatment Plant Operator Level IV certification will receive a ten percent (10%) premium pay for all compensable time.
 - 3. Employees receiving the certification premiums above will remain eligible to receive shift differential pay in accordance with Article 26, Section B.7 (Shift Differential).

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- 2. Except as expressly provided in this Agreement, all other terms and conditions of the original Collective Bargaining Agreement (KC-116-22) and any subsequent amendments, addenda or memorandums of understanding thereto, shall remain in full force and effect.
 - 3. Except as expressly provided herein, this Amendment shall be effective April 11, 2022.

[Signatures appear on next page]

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TEAMSTERS, LOCAL 589

Mark Fuller 4/4/2022
Mark Fuller, Secretary-Treasurer Date

DATED this 11th day of April 2022.



BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E. E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Robert Gelder
ROBERT GELDER, Commissioner

• ATTEST:

Dana Daniels
Dana Daniels, Clerk of the Board

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
TEAMSTERS, LOCAL 589
KITSAP COUNTY UTILITIES EMPLOYEES

KC-116-22-B

RE: Olympic View Transfer Station Scale House Staff Schedules – Article 26 – Hours of Work

This Contract Amendment (Amendment) is entered into by and between Kitsap County (County) and Teamsters, Local 589, Utilities Union (hereinafter referred to as the “Union”). The parties mutually agree as follows:

Background

Historically, the operation of Olympic View Transfer Station scale house has been managed by an outside vendor. Effective June 2022, Kitsap County Public Works is taking over the operation of the Olympic View Transfer Station scale house. The parties’ current collective bargaining agreement (“CBA”) Article 26 – Hours of Work identifies schedules of five (5) days of eight (8) hour shifts or a compressed 9/80 workweek schedule. The new employees regularly assigned to the Olympic View Transfer Station scale house operations (“Scale House Employees”) will be assigned schedules of four (4) days of ten (10) hour shifts.

Article 26 – Hours of Work, subsection B.4 states: “Assignments to shifts other than those prescribed above may be made upon mutual agreement of the employee and the Public Works Director, or designee.”

Agreement

The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-116-22 (herein CBA), as follows:

1. The parties’ CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.

ARTICLE 26 - HOURS OF WORK

- A. Work Week: A work week will consist of forty (40) hours, which will consist of five (5) eight (8) hour days or four (4) ten (10) hour days in a seven (7) day period beginning on Monday at 12:01 am and ending at midnight 12:00 on Sunday, except for employees working a 9/80 Compressed Workweek Schedule, per 26.A.1. (Compressed Workweek), and as identified in Appendix C; **provided**, the work week as defined does not constitute guaranteed hours of work by the Employer.

1. Compressed Workweek: The Public Works Director, or designee, will have the discretion to designate certain work groups to work a 9/80 Compressed Workweek Schedule as provided in Appendix C. The redefined workweek, pay period, and 9/80 Compressed Workweek Schedule may be terminated at the discretion of the Public Works Director, or designee. Individual crew assignments listed in Appendix C may be adjusted by the Employer as deemed necessary. The Employer will give at least 3 days' notice prior to change in crew assignment.

B. Shift Assignments & Differential Pay

1. Established Shifts: The following shifts will be established for Sewer Plant Operations and Maintenance, Sewer Collection and Stormwater Maintenance employees, except as allowed per 26.A.1 (Compressed Workweek).

Day	7:00 a.m.	to	3:30 p.m.
Swing	3:00 p.m.	to	11:30 p.m.
Grave	11:00 p.m.	to	7:30 a.m.

The following shift is established for Solid Waste employees:

Day	8:00 a.m.	to	4:30 p.m.
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The following shift is established for Scale House employees:

<u>Day.....</u>	<u>7:30am</u>	<u>to</u>	<u>5:30pm</u>
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2. The Public Works Director, or his designee, will have the authority to change shift hours for emergencies and employees will work the revised emergency shifts until the emergency is concluded. Employees will then revert back to the above hours of work.
3. Shifts consist of five (5) consecutive days on and two (2) consecutive days off.
4. Assignments to shifts other than those prescribed above may be made upon mutual Agreement of the employee and the Public Works Director, or designee.
5. Shifts will be scheduled for a minimum of forty-five (45) days and shift changes will be after a fourteen (14) day advance notice; **except**, in cases of emergencies and required adjustments due to compensable leaves of absences. Employees will receive three (3) days' notice of any required shift changes due to compensable leaves of absences.

6. The Employer may temporarily modify employees normally scheduled work hours for specific project work, e.g., cleaning of stormwater or sewer collection systems in high traffic areas, as needed. In those cases, the Employer will give at least one (1) day's notice prior to temporary reassignment to a changed shift. Employees working temporarily modified work hours as described in this paragraph will receive a 10% Shift Differential for actual hours worked between 6 p.m. and 6 a.m. This provision will not apply to one-night low flow operation as set forth in 23.B (Call Back).
7. Employees will receive an additional fifty (50) cents per hour for Swing Shift and an additional sixty (60) cents per hour for Graveyard Shift. Shift differential pay will only be paid for Swing or Graveyard shifts actually worked or taken as sick leave. Employees assigned to a Swing or Graveyard shift will be paid for all actual hours worked or taken as sick leave within the assigned shift.
8. If an employee calls out sick or otherwise fails to appear at the start of their shift, the County may require an employee not represented by the bargaining unit to open a Solid Waste facility and to staff it until such time as a bargaining unit employee or a designated extra help/on-call employee is available to staff the facility.

[Sections C – E Omitted]

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.
3. This Amendment shall be effective June 1, 2022.

[signatures appear on next page]

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TEAMSTERS, LOCAL 589

Mark Fuller 5/11/22
Mark Fuller, Secretary/Treasurer Date

DATED this 13th day of June, 2022



Attest:

Dana Daniels

Dana Daniels, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E. E. Wolfe

EDWARD E. WOLFE, Chair

Charlotte Garrido

CHARLOTTE GARRIDO, Commissioner

Robert Gelder

ROBERT GELDER, Commissioner

CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
TEAMSTERS, LOCAL 589
KITSAP COUNTY UTILITIES EMPLOYEES

KC-116-22-C

RE: Representation of the Household Hazardous Waste Maintenance and Operations Specialists

This Contract Amendment (Amendment) is entered into by and between Kitsap County (County) and Teamsters, Local 589, Utilities Union (hereinafter referred to as the "Union"). The parties mutually agree as follows:

Background

On June 22, 2022, Teamsters, Local 589, Utilities Union filed a representation petition with the Public Employment Relations Commission ("PERC"), case: No.135176-E-22, Kitsap County. The representation petition sought to include the Maintenance and Operations Specialists in the Household Hazardous Waste ("HHW") work group in the Teamsters-Utilities union. After review by PERC and a Tally of Card Check of eligible employees, PERC certified the results in favor of inclusion of the HHW Maintenance and Operations Specialists.

Agreement

The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-116-22 (herein CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.

ARTICLE 1. – RECOGNITION

The Employer recognizes the Union is the exclusive bargaining representative for All regular full-time and regular part-time employees working in Sewer Utility, Stormwater Maintenance, and Solid Waste work groups of the Utilities Division of Public Works at Kitsap County in the following classifications: Construction Technician, Construction Inspector 1, Construction Inspector 2, Instrument & Control Technician, Maintenance & Operations Worker, Maintenance & Operations Specialist, Maintenance & Operations Coordinator, Maintenance & Operations Crew Supervisor, Electrician Supervisor, Plant Operator Trainee, Plant Operator and Plant Operator Supervisor; excluding Stormwater Maintenance Division Construction Inspector 1, Stormwater Maintenance Division Construction Inspector 2, Solid Waste Clean Kitsap Program Maintenance & Operations

Specialist, Household Hazardous Waste Maintenance & Operations Crew Supervisor, confidential employees, and all other employees..

ARTICLE 4 – DEFINITIONS

As used herein, the following terms will be defined as follows:

A. Bargaining Unit

1. Included: All regular full-time and regular part-time employees within Stormwater, Solid Waste, and Sewer Utility of the Utilities Division of the Public Works Department of Kitsap County who are employed within the classifications set forth in Appendix A.
2. Excluded: Maintenance & Operations Supervisors, Stormwater Maintenance Division Construction Inspector 1, Stormwater Maintenance Division Construction Inspector 2, Solid Waste Clean Kitsap Program Maintenance & Operations Specialist, Household Hazardous Waste Maintenance & Operations Crew Supervisor, confidential employees, clerical employees, technical employees and all other employees of the Employer.

[Subsections B – Q remain unchanged]

R. Work Group: The group of employees assigned to either:

- Sewer Utility – Collections
- Sewer Utility – Plant Operations
- Sewer Utility – Engineering
- Sewer Utility – Electrical Maintenance
- Sewer Utility – Mechanical Maintenance
- Sewer Utility – Facility Maintenance
- Stormwater Maintenance
- Solid Waste - Garbage and Recycling
- Solid Waste - Household Hazardous Waste

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

3. This Amendment shall be effective upon execution.

[signatures appear on next page]

TEAMSTERS, LOCAL 589

Robert A. Driskell

9/12/2022

ROBERT A. DRISKELL, Secretary-Treasurer Date

DATED this 26th day of September, 2022



Attest:

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E. E. Wolfe
EDWARD E. WOLFE, Chair

Charlotte Garrido
CHARLOTTE GARRIDO, Commissioner

Dana Daniels
Dana Daniels, Clerk of the Board

Robert Gelder
ROBERT GELDER, Commissioner

**CONTRACT AMENDMENT
By and Between
KITSAP COUNTY
AND
TEAMSTERS, LOCAL 589
KITSAP COUNTY UTILITIES EMPLOYEES**

KC-116-22-D

RE: Maintenance and Operations Worker Automatic Progression

This Contract Amendment (Amendment) is entered into by and between Kitsap County (County) and Teamsters, Local 589, Utilities Union (hereinafter referred to as the "Union"). The parties mutually agree as follows:

Background

The parties' Collective Bargaining Agreement outlines the qualifications, certifications, and other requirements for employees to automatically advance through the Maintenance and Operations (M&O) job classifications of M&O Technician and M&O Specialists. The parties wish to add the job classification of M&O Worker to the automatic progression series.

Agreement

The parties, having bargained in good faith, mutually agree to changes in their Collective Bargaining Agreement, KC-116-22 (herein CBA), as follows:

1. The parties' CBA is amended by underline, indicating new matter, and ~~strike-through~~, indicating deleted matter.

APPENDIX B – Classification Automatic Progressions & Certification/License Requirements

[Subsection A remains unchanged]

B. Maintenance & Operations employees assigned to Stormwater or Sewer Utilities Division

This will set forth the process by which employees will progress from Maintenance and Operations (M&O) Worker to M&O Technician and/or from M&O Technician to M&O Specialist:

M&O Worker progression to Technician

Employees hired as M&O Worker may progress within six months of hire if they meet the following requirements.

1. Have one year total of qualifying work experience.
2. Must successfully complete all required training outlined in the M&O Worker workbook.
3. Achieve a satisfactory performance rating on their 6-month evaluation, successfully completing the probationary period, and
4. Have a clear driving record.

Employees will progress to the classification of a M&O Technician the first pay period following the criteria being met.

M&O Technician progression to Specialist

Employees in the M&O Technician classification will be required to meet the following criteria to progress to Specialist.

1. Have three years total of qualifying work experience.
2. Successfully complete all required training and meet the requirements to be placed on the duty roster, within twenty (24) months of their date of hire or transfer.),
3. Achieve satisfactory performance evaluations, and successfully complete the probationary period.
4. Have a clear driving record. If employee has obtained a CDL they must also provide a current medical card.

Employees will progress to the classification of M&O Specialist the first pay period following the criteria being met.

Note: Previous qualifying work experience validated by the Subject Matter Expert panel may allow employees to promote/progress sooner than outlined above.

Pay Step Increases for Maintenance & Operations Technician/Specialist

Employees in the M&O Technician and Specialist classifications will be required to meet the following criteria within twelve (12) months of their date of hire or transfer, in order to move to the next pay step:

1. Obtain a Class A Commercial Driver's License with the endorsements necessary to meet the needs of the assigned work group, including:
 - Provide a current copy of employment driving record abstract to verify eligibility to drive for Kitsap County;
 - Pass a breath alcohol test and urine drug screen;

- Provide a current CDL Medical Certification Card; and
- All CDL Drivers must follow all federal and state regulations regarding CDL Drivers including but not limited to: The U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Controlled Substance and Alcohol Use Testing Regulations, The State of Washington Uniform Commercial Driver's License Act and Kitsap County Drug and Alcohol Policy and Procedures.

2. Obtain a Certified Erosion and Sediment Control Lead certification

3. Obtain a Flagging certification

4. Obtain an Industrial CPR and First Aid certification

Employees must retain current certifications listed above and a current CDL Class A license to qualify for annual step increases.

~~B. Maintenance & Operations Technicians~~

~~This will set forth the process by which employees will advance in and transition from Maintenance and Operations (M&O) Technician to M&O Specialist. Employees in the M&O Technician classification will be required to meet the following criteria, within twelve (12) months of their date of hire or transfer, in order to move to the next step in the M&O Technician pay scale:~~

- ~~1. Obtain a Class A Commercial Driver's License with the endorsements necessary to meet the needs of the assigned work group, including:

 - ~~• Must provide a copy of employment driving record abstract to verify eligibility to drive for Kitsap County;~~
 - ~~• Must pass a breath alcohol test and urine drug screen;~~
 - ~~• Must provide a CDL Medical Certification Card; and~~
 - ~~• All CDL Drivers must follow all federal and state regulation regarding CDL Drivers including but not limited to: The U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA), Controlled Substance and Alcohol Use Testing Regulations, The State of Washington Uniform Commercial Driver's License Act and Kitsap County Drug and Alcohol Policy and Procedures.~~~~
- ~~2. Obtain a Certified Erosion and Sediment Control Lead certification~~
- ~~3. Obtain a Flagging certification~~
- ~~4. Obtain an Industrial CPR and First Aid certification~~

~~Within twenty-four (24) months of their date of hire or transfer, the employee must obtain the necessary qualifications to be placed on the Duty Roster. Once an employee has been placed on the Duty Roster, they will be moved into the M&O Specialist pay scale.~~

[Subsections C – D remain unchanged]

2. Except as expressly provided in this Contract Amendment, all other terms and conditions of the parties' original Contract, and subsequent amendments, addenda or modifications thereto, remain in full force and effect.

3. This Amendment shall be effective upon execution.

[signatures appear on next page]

TEAMSTERS, LOCAL 589

Robert A. Driskell 10/28/22

ROBERT A. DRISKELL, Secretary-Treasurer Date

DATED this 28th day of November, 2022

BOARD OF COUNTY COMMISSIONERS
KITSAP COUNTY, WASHINGTON

E. E. Wolfe

EDWARD E. WOLFE, Chair

NOT PRESENT

Attest:

CHARLOTTE GARRIDO, Commissioner

Dana Daniels

Dana Daniels, Clerk of the Board

Robert Gender

ROBERT GENDER, Commissioner

